



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

RECENT CASES.

ACCIDENT INSURANCE—INTENTIONAL HOMICIDE—ACCIDENT.—*FURBUSH v. CASUALTY Co.*, 91 N. W. 135 (MICH.).—There was evidence tending to show that insured was intentionally killed by another. *Held*, that an intentional homicide is an accident within the meaning of an accident policy.

Accident policies are of recent origin and the question is a modern one. Such authorities as can be found give "accident" its popular meaning, *i. e.*, disasters not brought about through the intention or design of the assured. See *Ripley v. Ins. Co.* (Mich.), 2 Big. Rep. 738; *Richards v. Ins. Co.*, 89 Cal. 170, and *Robinson v. Association*, 68 Fed. 825.

ATTORNEYS—DISBARMENT—DECEIT—PREVIOUS CONVICTION.—*IN RE WEED*, 68 PAC. 1115 (MONT.).—*Held*, that an attorney should be disbarred without previous prosecution for a criminal act outside of his official capacity.

The courts may disbar without previous conviction where the acts charged against an attorney were not done in an official capacity as well as where they were. *People v. Appleton*, 105 Ill. 474; *Perry v. State*, 3 Greene (Iowa) 550. *Contra*, *State v. Capman*, 1 Ohio 430; *Ex parte Steinman and Hensel*, 95 Pa. St. 220. Against the objection that at least an attempt should be made at criminal prosecution before disbarment, see *Delano's Case*, 58 N. H. 5, and *Ex parte Walls*, 64 Ind. 461.

CARRIERS—INJURY TO PASSENGER—POSTAL CLERK—NEGLIGENCE OF ANOTHER CORPORATION.—*STODDARD v. NEW YORK, N. H. & H. R. R. Co.*, 63 N. E. 927 (MASS.).—A railway company's mail car in which was plaintiff, a postal clerk, being sidetracked at a terminal, was run into by the car of another company. *Held*, in an action for injuries, one corporation is not liable for the negligence of the servants of another.

Liability can extend only to limit of control. *Robinson v. Cone*, 22 Vt. 213; *R. R. Co. v. Burke*, 28 Amer. Dec. 488. Use of tracks by another road is no exception, in that lessee is agent of lessor. *Driscoll v. R. R. Co.*, 32 Atl. 354. In this case, agreement for common use does not mean joint liability. 9 Amer. Dig., Sec. 1264c.

CARRIERS—INJURIES TO PASSENGERS—MEASURE OF DUTY—CHARGE TO JURY.—*MERRILL v. METROPOLITAN ST. RY. Co.*, 77 N. Y. SUPP. 122 (1902).—Plaintiff, a passenger on defendant's car, was injured by another passenger's being thrown against her by a jolt of the car rounding a curve. *Held*, a charge that it was the duty of defendant's servants "to conduct themselves with reasonable care under all the circumstances, with a view of protecting their passengers," was correct. O'Brien and Hatch, JJ., *dissenting*.

Courts have generally held that the duty of carriers of passengers is to use in all cases "the utmost care and diligence of very cautious persons." *Maverick v. Eighth Ave. R. R. Co.*, 36 N. Y. 378; *Indianapolis & St. L. R. Co. v. Horst*, 93 U. S. 291. But *contra*, *Stierle v. Railway Co.*, 156 N. Y. 70 (1898). The strict rule is not universally applicable; and the better principle